

Application Tooling Solutions (ATS)

STANDARD TERMS & CONDITIONS OF SALE

(March 2014)

1. **GENERAL.** ATS'S ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY CONDITIONAL ON CUSTOMER'S ASSENT TO ALL TERMS AND CONDITIONS HEREIN AND ON ANY ATTACHMENT(S) HERETO AND ON THE FACE OF ATS' ORDER ACKNOWLEDGEMENT, INCLUDING ANY TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED IN THE OFFER TO PURCHASE. These terms and conditions may not be varied or Customer's order terminated in any manner, unless by a written agreement with legal consideration subsequently signed by an authorized representative of Application Tooling Solutions (also referred to herein as "ATS"). If Customer objects to any of the terms or conditions hereof, such objection must be made in writing and received by ATS within ten (10) calendar days after placing a purchase order. Failure to so object shall be conclusively deemed to be acceptance of the terms and conditions hereof. ATS's failure to object to any term or condition in any oral or written communication from Customer, whether delivered before or after the date hereof, shall not constitute an acceptance thereof or a waiver of any term or condition hereof. Electronic commerce transactions between Customer and ATS will be solely governed by this Agreement, and any terms and conditions on Customer's internet site will be null and void and of no legal effect on ATS.
2. **TITLE PASSAGE FOR SALES.** Unless stated to the contrary on the face hereof, all goods furnished hereunder will be shipped FCA ATS's plant via a carrier selected by Customer at its option, or otherwise by ATS, freight collect to Customer and will be packed in ATS's standard commercial shipping packages. In all such cases, title in, risk of loss or damage, and the right of possession to such goods shall pass to the Customer upon ATS's delivery to carrier for shipment to Customer and no loss or damage will relieve Customer of any obligation hereunder, including payment for lost or damaged goods. Customer shall reimburse ATS for any and all costs of storage incurred by ATS after the date that ATS is prepared to make shipment.
3. **TAXES.** Except as otherwise expressly stated herein, the prices do not include federal, state or local sales, use, goods and services, excise or other similar taxes applicable to goods or services involved in this transaction. All such taxes shall be paid by Customer, unless Customer provides ATS with evidence satisfactory to ATS of exemption from such taxes. When ATS is required by law or regulation to collect such taxes, ATS will add such taxes to the sale price of the goods or services.
4. **PRICES.** Prices on the goods covered by this acknowledgement are firm for thirty (30) days from date of this acknowledgement. The prices set forth herein are not subject to trade or other discounts. Any goods which the Customer requires to be shipped subsequent to thirty days from said date are subject to price changes made from date of acknowledgement to date of shipment. Except as otherwise expressly stated herein, any service calls or other service work performed by ATS shall be at Customer's expense in accordance with ATS's standard rates for such services. Customer acknowledges that the pricing of the goods and services and the other terms of this Agreement have been set based on the sections of this Agreement providing for an agreed allocation of the risk for any defective goods or services between the parties. Customer further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk. Unless specifically noted hereon, qualification tests and any test data are not included in the selling price. Qualification tests may be performed by ATS and test data supplied at the specific request and expense of the Customer.
5. **PAYMENT TERMS.** Except as otherwise expressly stated in writing, ATS shall invoice Customer at the time of shipment on payment terms of cash in advance, except where open account credit is established and maintained to ATS's satisfaction, in which case payment terms shall be net thirty (30) calendar days from date of shipment. All payments shall be in U.S. Dollars. Customer shall make all payments as provided herein without regard to whether Customer has made or may make any inspection or use of any Goods. No discounts or setoffs shall be made by Customer against any invoices unless approved in advance by ATS. Any invoiced amount which is not paid when due may bear interest at the rate of one and one-half percent (1-1/2%) per month or the highest rate then permitted by law, whichever is less, until paid in full. ATS reserves the right to exercise any of its lawful remedies if Customer does not make payments when due and Customer shall promptly reimburse ATS for all costs and expenses, including attorneys' fees, incurred by ATS in collecting sums due hereunder.
6. **SECURITY INTEREST.** Customer hereby grants to ATS a security interest in all goods until all amounts due or to become due hereunder have been paid. Any repossession and removal of Goods shall be without prejudice to any of ATS's other remedies at law or in equity. Customer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments (including financing statements appropriate for filing) as ATS may reasonably request in order to perfect ATS's security interest.
7. **DELIVERY.** All delivery or shipping dates are approximate only and merely represent ATS's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transaction(s) covered by this Agreement, except with respect to Customer's obligation to make all related payments. ATS will not be responsible for any loss or expense (incidental, indirect, economic, consequential or otherwise) incurred by Customer as a result of any delay in delivery for any reason other than arbitrary refusal by ATS to perform. ATS reserves the right to ship in advance of shipping date. Unless otherwise stated on the face hereof, ATS may ship all the goods furnished hereunder at one time, or in separate parts or lots from time to time within the shipping period herein provided.
8. **FORCE MAJEURE.** ATS shall not be liable for delay in performance or nonperformance of any of its obligations hereunder, in whole or in part, if such performance is rendered impracticable by the occurrence of any contingency or condition beyond the control of either ATS or ATS's suppliers, including without limitation war, sabotage, embargo, riot, terrorism, or other civil commotion, failure or delay in transportation, delays or non-performance directly or indirectly caused by government regulations or requirements, acts of God, accident, fire, explosion, flood, earthquake or other casualty, machinery or technical failure, unavailability of energy and/or materials or supplies, work stoppages, slow downs, boycotts, and other causes (whether or not similar in nature to any of these hereinbefore specified) beyond ATS's reasonable control. If any such contingency or condition occurs, ATS may allocate production and deliveries in any reasonable manner and may include in such allocation any regular customers, whether or not then under contract, and ATS's own requirements.
9. **INSURANCE.** Customer will pay, or reimburse ATS for, all insurance on the goods. Any insurance policies purchased, whether by Customer or ATS, will be for the benefit of ATS, whether or not ATS is named as an insured in such policies, until title and risk of loss or damage to the goods pass to Customer. Where possible, all insurance policies will provide that they are for the benefit of ATS and Customer "as their interests may appear."
10. **ACCEPTANCE; RETURNS.** Customer shall inspect the goods promptly upon their receipt. Unless Customer notifies ATS in writing within thirty (30) calendar days after the receipt of the goods or the rendering of services that the goods or services are nonconforming, describing the nonconformity in commercially reasonable detail, Customer shall be deemed to have accepted the goods or services. Such acceptance shall constitute acknowledgment of full performance by ATS of all its obligations hereunder. No goods delivered and accepted under this Agreement are subject to returns except upon (a) written approval of COMPANY and (b) payment of a fair and equitable restocking charge as determined by ATS's restocking charge policy at the time of return.
11. **PATENTS.** ATS agrees to settle or defend any suit or proceeding brought against Customer insofar as such suit or proceeding is based on a claim that any good constitutes direct infringement of any issued United States patent. ATS shall pay all damages and costs finally awarded therein against Customer, provided ATS is informed by Customer in writing within ten (10) calendar days after receipt by Customer and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend such suit or proceeding. In the event such good or any part thereof is, in such suit, held to constitute infringement and the use of such good or part thereof is enjoined, ATS shall, by its own election and at its own expense, either (a) procure for Customer the right to continue using such good, or modify it so that it becomes non-infringing, or (b) remove such good, or part thereof, and grant Customer a credit thereon and accept its return. ATS shall not be obligated to settle or defend any suit or proceeding, or be liable for any costs or damages, if the Customer is in breach of any term herein or the alleged infringement arises out of compliance with Customer's specifications or any addition to or modification of the good after delivery thereof or from use of the good or any part thereof in conjunction with other goods or in the practice of a process. ATS's obligations hereunder shall not apply to any alleged infringement occurring after Customer has received notice of such alleged infringement unless ATS thereafter gives Customer express written consent for such continuing alleged infringement. ATS shall not be bound in any manner by any settlement hereunder made without its prior express written consent. **NOR SHALL ATS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PATENT INFRINGEMENT.** ATS's liability hereunder shall not exceed the purchase price paid by Customer for the allegedly infringing good. If infringement is alleged prior to completion of delivery of a good, ATS may decline to make further shipments without being in breach of this Agreement. **THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF ATS FOR PATENT INFRINGEMENT AND IS IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS EXPRESS OR IMPLIED, IN REGARD THERETO.** Customer agrees, at its expense, to settle or defend and to pay costs and damages finally awarded in any suit or proceeding against ATS based on an allegation that any good furnished hereunder according to designs or specifications furnished by Customer infringes any patent, provided Customer is promptly notified in writing of such suit or proceeding and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to defend or settle any such suit or proceeding.
12. **PROPERTY FURNISHED BY CUSTOMER.** If Customer furnishes any components, tools, dies, jigs or other property, equipment, material, or facilities to ATS in connection with the performance of this Agreement, Customer shall bear all risk of loss or damage with respect to such property, equipment, material, or facilities and shall indemnify and hold ATS harmless from and against all loss, cost, expense or liability arising in connection with its use of any such property, equipment, material, or facilities. ATS shall not be responsible for any delay in performance or nonperformance hereunder or the failure of any good to conform

to applicable specifications resulting, in whole or in part, from ATS's use of property, equipment, material, or facilities furnished by Customer.

13. **WARRANTY:**

(a) Except as otherwise stated herein or in an order acknowledgment delivered to Customer, ATS warrants that the articles delivered hereunder (1) shall be free from defects in material and workmanship for the period set forth below from the date of shipment to Customer; and (2) shall be free of liens and encumbrances when shipped to Customer. If ATS agrees to provide services, then ATS warrants to Customer during the applicable Warranty Period that such services shall be undertaken in accordance with ATS's reasonable technical judgment based on ATS's understanding of pertinent technical data as of the date of performance of such services. ATS's warranties will not apply to any Good with respect to which there has been (i) improper installation or testing, (ii) failure to provide a suitable operating environment, (iii) use of the Good for purposes other than that for which it was designed, (iv) failure to monitor or operate the Good in accordance with applicable ATS specifications and good industry practice, (v) unauthorized attachment or removal or alteration of any part of the Good, (vi) unusual mechanical, physical or electrical stress, (vii) modifications or repairs done by other than ATS, (viii) mishandling during shipment of the Good; or (ix) any other abuse, misuse, neglect or accident. In no circumstance shall ATS have any liability or obligation with respect to expenses, liabilities or losses associated with the installation or removal of any Good or the installation or removal of any components for inspection, testing or redesign occasioned by any defect or by repair or replacement of a Good. Application Equipment, spare parts and hand tools ordered or supplied hereunder may contain used parts and/or be reconditioned.

Good	Duration of Warranty
Application equipment, including machinery, applicators, and all original parts thereof, except for expendable parts	6 months
Hand tools and expendable parts (i.e., those parts designed by the COMPANY as spare parts, spare tooling, recommended spares, perishable tooling, wearable tooling, and the like)	90 days
Replacement Parts	Applicable period for replaced part
All other goods and/or services	90 days
Application equipment may be reconditioned and may contain used parts.	

(b) Customer shall notify ATS in writing promptly (and in no case later than thirty (30) calendar days after discovery) of the failure of any Good to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide to ATS the opportunity to inspect such Goods. Failure of Customer to submit any claim hereunder within ten (10) days following expiration of the warranty period applicable to such goods or services shall be admission by Customer and conclusive proffer that such goods or services are in every respect as warranted, and shall release ATS from any and all such claims for damage or loss sustained by Customer. In the event a Customer timely submits a claim for breach of Warranty, the parties agree that Customer's sole and exclusive remedies shall be, at ATS's option, repair or replacement of the defective good or services, or credit or refund of the price of defective good or services. **THESE REMEDIES SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.**

(c) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, ATS MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICES AND GOODS, THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, THEIR NONINFRINGEMENT, OR OTHERWISE. NO EMPLOYEE OF ATS OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS FOR THE GOODS AND SERVICES OTHER THAN THE WARRANTY SET FORTH HEREIN. IN NO EVENT SHALL ATS BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OR SUBSTITUTE GOODS AND SERVICES BY CUSTOMER OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND, OR CLAIMS OF THIRD PARTIES.

(e) Customer assumes the risk and agrees to indemnify ATS against and hold ATS harmless from all liability relating to (i) assessing the suitability for Customer's intended use of the Goods and of any system design or drawing and (ii) determining the compliance of Customer's use of the Goods with applicable laws, regulations, codes and standards. Customer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Customer's goods which include or incorporate Goods or components manufactured or supplied by ATS. Customer is solely responsible for any and all representations and warranties regarding the goods made or authorized by Customer. Customer will indemnify ATS and hold ATS harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to Customer's goods or representations or warranties concerning same.

14. **CANCELLATION:** Cancellations by Customer are not permitted except upon (a) written request of Customer and (b) written approval of ATS. If approved, ATS

reserves the right to charge a cancellation fee to account for all of ATS's out-of-pocket costs associated with the cancellation of the order including, but not limited to: (i) raw materials, (ii) work in process, (iii) inventory carrying costs, (iv) scrapping and disposal fees, and (v) a reasonable and equitable profit for ATS, which shall not be less than twenty percent (20%) of such costs. In no case will the cancellation charge be less than ATS's actual costs (including overhead and other indirect costs). The amount of cancellation charge to be charged to Customer shall be determined at the sole discretion of ATS and may equal 100% of the amount of the order at the time of ATS's receipt of Customer's request for cancellation. Upon payment of the cancellation charge, Customer shall be entitled to receive all raw materials and work in process, and ATS agrees to ship such goods to Customer at Customer's expense.

15. **RESCHEDULES.** Returns and reschedules are not permitted except with prior written consent of ATS and upon terms that will indemnify it against all loss, including the profit on any part of the order that is cancelled. When return of material is authorized by ATS, shipping charges are to be prepaid unless otherwise noted by ATS in its authorization to return. Reschedules may be subject to a ten percent (10%) penalty based on total amount of the order or portion of the order rescheduled.

16. **INSTALLATION.** Customer is required to install, set-up, and perform all maintenance and repair on the goods. Upon request, and subject to the then-current charges, Field Engineering Services will be available to assist the customer in proper installation, and set-up, to perform required maintenance and repair and to train customer personnel in the proper use, maintenance, and set-up procedures of the goods.

17. **LEASED APPLICATION EQUIPMENT.** If the Customer's order is for leased goods (application equipment), the following additional conditions apply:

- If the application equipment is for demonstration only, it is to be returned at the end of thirty (30) days, unless otherwise agreed in writing, in good order and condition, freight collect to ATS's designated location.
- ATS shall have the right at all times during Customer's business hours to inspect the application equipment to observe its use, to repair or replace any defective parts, and to remove it upon termination of the lease agreement.
- ATS agrees to supply to Customer leased application equipment in accordance with conditions as stated herein for the term set forth in the sales order acknowledgement. After expiration of the original term, the lease will continue indefinitely thereafter (unless stated to the contrary on the face thereof) and shall be terminable at will by either ATS or Customer at any time on thirty (30) calendar days prior written notice.
- The initial non-refundable preparation charge, if any, for each piece of leased application equipment is as stated in writing from ATS or on the invoice. Initial retention charges are payable in advance on date of shipment, and subsequent retention charges are payable monthly, quarterly or yearly, as requested by Customer. ATS reserves the right to require Customer to pay retention charges annually, if the payment period elected by Customer would require ATS to invoice Customer for amounts less than \$250.00 per invoice.
- ATS reserves the right to allocate its supply of leased application equipment among its various customers according to its own discretion.
- Leased application equipment delivered hereunder and all additions, replacement parts and modifications thereof shall be and remain the sole and exclusive property of ATS. Customer shall have no title or interest therein, but shall have only the right to use said leased application equipment during said term in conjunction with terminals of the materials, dimensions and forms for which the leased application equipment is designed and any such other uses or applications as are approved by ATS. However, no license under any patent to make or have made or otherwise acquire any terminals shall be implied or is granted.
- Factory service, if required, is available at ATS's rates in effect at the time of the service call. Factory charges will be billed to Customer for services required due to misuse or abuse of leased application equipment. Spare and replacement parts for the leased application equipment can be purchased from ATS. Customer shall be solely responsible for any damage to the application equipment resulting from Customer's use or replacement parts not meeting ATS's specifications.
- Customer shall bear the entire risk of said application equipment until Customer returns said application equipment in good order and condition, reasonable wear and tear only excepted, freight prepaid to ATS, in accordance with the instructions Customer has received for such return from ATS. It is the Customer's responsibility to contact ATS for such instructions. Returned equipment will be promptly evaluated by ATS. ATS shall invoice Customer at the then-current prices for any application equipment, or parts thereof, that are missing, damaged, or excessively worn
- The right to use the leased application equipment is limited to Customer and said leased application equipment shall not be assigned, sublet or in any way encumbered. Customer shall be responsible for said leased ap-

plication equipment, and in the event the lease agreement is terminated pursuant to the terms herein contained or for any cause whatsoever, ATS shall be entitled to immediate possession of the goods, and Customer shall return each piece of equipment in good order and condition, reasonable wear and tear only excepted, DDP ATS's designated location. Customer will not remove, obliterate, or deface ATS's name tag and may not in any way modify or alter any application equipment furnished hereunder without the prior written consent of ATS. Further, Customer may not misuse or abuse the application equipment. If leased application equipment has been leased with installed third party software, upon termination of the lease and return of the leased application equipment, Customer shall return or destroy (as directed by ATS) all backup, archival and diskette/CD ROM copies of the third party software. If the leased application equipment is not returned to ATS in accordance herewith, or in the event of Customer's breach of this provision or if reasonable grounds for insecurity arise with respect to Customer's continued adherence to the requirements of this provision, ATS shall have and Customer hereby grants an irrevocable license to enter by ATS's servants or agents on any premises where said leased application equipment may be or may be reasonably suspected to be and to take back and retain said leased application equipment.

j. Customer agrees to sign, alone or with ATS, a financing statement or similar document evidencing ATS's ownership of the application equipment for filing by ATS with the appropriate governmental authorities.

k. ATS shall have the right to suspend or cancel the lease contract or terminate the term leased application equipment at any time upon Customer making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon a petition or voluntary assignment being filed proposing the appointment of a receiver or that Customer be adjudicated bankrupt or insolvent or commits a bulk sale of its assets other than in the usual course of business.

18. **LIMITATION OF LIABILITY; INDEMNITY.** ATS represents that all goods delivered hereunder will, at the time of delivery, comply with applicable OSHA requirements. Customer shall be solely responsible for, and shall indemnify and hold ATS harmless against, any and all claims (whether asserted by Customer's employees or others) asserted against ATS for personal injury or property damage alleged to have been caused by, result from, or relate to: (i) the misuse or abuse or modification of such goods; or (ii) the use of replacement parts not meeting ATS specifications; or (iii) the operation of such goods without the safety devices or guards that ATS has provided to Customer for such application equipment; or (iv) failure to adhere to the instructions furnished by ATS to Customer for such goods.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN OR IN ANY OTHER DOCUMENT OR COMMUNICATION, (A) ATS's LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY CLAIM(S) RESULTING OR ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, AND EVEN IF CUSTOMER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE TOTAL PURCHASE PRICE RECEIVED BY ATS FOR THE GOODS (OR, IN THE CASE OF OBLIGATIONS ARISING FROM OR RELATING TO PARTICULAR GOODS OR SERVICES RENDERED IN CONNECTION HERewith, THE PURCHASE PRICE OF SUCH GOODS OR AMOUNT RECEIVED BY ATS FOR SUCH SERVICES, RESPECTIVELY), AND (B) ATS SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, FOR SPECIAL, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, OR CLAIMS OF ANY THIRD PARTIES.

19. **APPLICABLE LAW.** In addition to the rights and remedies reserved herein, ATS shall have all rights, and remedies conferred by law and shall not be required to proceed with performance if Customer is in default to ATS. This Agreement and the sale of goods and services hereunder shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding the application of the laws of another jurisdiction, and Customer hereby attorns to such exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of goods and services or any transactions, performance or disputes hereunder.

20. **PROPRIETARY INFORMATION.** As used herein, the term "Proprietary Information" includes any information, material or apparatus, of a confidential or proprietary nature obtained from ATS and any information obtained from ATS which is not readily available to ATS's competitors and which, if known by a competitor of ATS, might lessen any competitive advantage of ATS or give such competitor a competitive advantage. ATS retains ownership of all Proprietary Information, whether written, oral, electronic, visual, graphic, photographic, observational or otherwise, and all documentation which contains Proprietary Information. Customer shall not disclose, duplicate or reproduce any Proprietary Information, in whole or in part, nor shall Customer use any Proprietary Information other than in the course of performing its obligations hereunder. Customer shall take all reasonable steps to prevent the disclosure, duplication or reproduction of any Proprietary Information. Customer shall limit access to the Proprietary Information to those employees of Customer with a valid need to know. Notwithstanding the foregoing, Customer shall not be required to refrain from disclosing or using any Proprietary Information which has become known to Customer if the original source of such Proprietary Information was not ATS or

any person or party affiliated with ATS or having a relationship of confidentiality with or an obligation of confidentiality to ATS. Upon request of ATS or termination of this Agreement, Customer shall immediately return any Proprietary Information provided, including all copies made by Customer.

21. **RESALE OF GOODS.** Customer agrees that it shall not resell any goods purchased from ATS unless Customer is an authorized distributor of ATS.
22. **SPECIAL PACKAGING.** Application equipment, applicators, hand tools and any associated replacement parts are excluded from general customer specifications for packaging and labeling.
23. **NO LICENSE.** No license is conferred upon Customer under any patent or other proprietary rights of ATS, except the right to use such goods for the purposes for which they are sold. Tooling, set-up, fitting-up, drawings, design information, non-recurring engineering, and partial preparation charges when invoiced cover only part of the cost thereof to ATS. Customer does not acquire any right, title or interest in any tooling, set-up, fitting-up, drawings, design information, or invention or other intellectual property resulting therefrom, which remain the sole property of ATS.
24. **NON-WAIVER OF DEFAULT.** No failure by ATS to insist on strict performance of any term or condition hereof shall constitute a waiver of such term or condition or any breach thereof, nor shall such failure in any way affect ATS's legal remedies with respect to any default by Customer hereunder.
25. **ASSIGNMENT.** Customer may not transfer or assign any rights or interest herein, by operation of law or otherwise, without the prior express written consent of ATS. Any attempted transfer or assignment without such consent shall be void. ATS may assign its rights and delegate its duties hereunder.
26. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes all prior written and oral agreements and understandings between ATS and Customer with respect to the goods and services specified herein. The parties intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained by any evidence of trade usage or course of dealing. No representation or statement not contained herein shall be binding upon ATS as a representation, warranty or condition or otherwise. No addition to or waiver, modification or cancellation of any provision hereof shall be binding upon ATS unless in writing and signed by a duly authorized representative of ATS.
27. **NOTICES.** All notices and other communications hereunder shall be in writing and shall be mailed by first-class, registered, express or certified mail, postage prepaid, to the parties hereto at their designated addresses, subject to a party's right to change such address upon ten (10) calendar days prior written notice.
28. **EXPORT CONTROL.** Customer acknowledges that goods, software, and technical information are subject to U.S. and other export laws and regulations. Customer agrees not to export, re-export, transfer, or transmit the goods, software, or technical information except in compliance with all such laws and regulations. Customer agrees to sign written assurances and other export-related documents as may be required for ATS to comply with export laws and regulations.